

PROGRAMMING SERVICES AGREEMENT

\_\_\_\_\_, 1993

("Programmer") and

("Owner"), which is the licensee and operator of  
television station \_\_\_\_\_ ("Station"),  
hereby agree as follows:

1. In order that Station may better serve the public interest, convenience, and necessity, Programmer shall provide to Owner programming to be broadcast by Station. Programmer shall provide such programming for twenty (20) hours per day ("Sold Time Period"). Except as otherwise provided in this Agreement, Owner agrees to broadcast such programming in its entirety, including commercials at the times specified, on the facilities of Station without interruption, deletion, or addition of any kind.

2. In consideration of the furnishing by Programmer of said programming, Owner agrees that Programmer may sell, or engage a third party to sell, commercial time on Station during the Sold Time Period for Programmer's account.

3. In consideration for Owner's broadcasting of the programming provided by Programmer pursuant to this Agreement, Programmer agrees to pay Owner, during each calendar month of the term of this Agreement, the amount set forth in Attachment A hereto ("Monthly Payment"), payable on the last day of each calendar month: provided, however, that the Monthly Payment shall be prorated on a daily basis for each partial calendar month, if any, and shall be paid on the last day of such partial month,

whether or not such day coincides with the last day of a calendar month. In further consideration of the transactions contemplated under this Agreement, including, but not limited to, the options described in Paragraph 5 hereof, Programmer shall pay to Owner simultaneously with the execution of this Agreement the sum of Two Thousand Dollars (\$2,000.00) ("Initial Payment").

4. Owner and Programmer shall use their best efforts in the performance and fulfillment of the terms and conditions of this Agreement in effectuating the intent of such parties as expressed under this Agreement. From time to time, without further consideration, Owner and Programmer shall execute and deliver such other documents and take such other actions as either party hereto reasonably may request to effectuate such intent.

5. The term of this Agreement shall commence on \_\_\_\_\_, 1993. Such commencement date shall be deemed the effective date of this Agreement, it being understood and agreed by the parties hereto that, except for the initial Payment, Programmer shall have no obligation to make any payments under this Agreement until such effective date has occurred. The initial term of this Agreement shall end \_\_\_\_\_ years immediately after the effective date of this Agreement. Programmer shall have the option of extending said initial term for an additional term ("Renewal Term") ending \_\_\_\_\_ years immediately after the end of said initial term. In the event that Programmer wishes to exercise said Option, Programmer shall give to Owner written

notice of the exercise of said option at least six (6) months prior to the end of said initial term and shall pay to Owner simultaneously with said notice the sum of Two Thousand Dollars (\$2,000.00). Programmer shall have the further option of extending the Renewal Term, if any, for an additional term ending \_\_\_\_\_ years immediately after the end of the Renewal Term. In the event that Programmer wishes to exercise said further option, Programmer shall give to Owner written notice of the exercise of said further option at least six (6) months prior to the end of the Renewal Term and shall pay to Owner simultaneously with said notice the sum of Two Thousand Dollars (\$2,000.00).

6. Owner shall oversee and shall take ultimate responsibility with respect to the provision of equal opportunities, compliance with lowest unit charge requirements, reasonable access to political candidates, and compliance with all other applicable political broadcast rules of the Federal Communications Commission ("FCC"). Programmer shall cooperate with Owner as Owner complies with the political broadcast rules of the FCC. Programmer shall supply such information promptly to Owner as may be necessary to comply with the lowest unit charge and other applicable political broadcast requirements of federal law. To the extent that Owner believes necessary, Programmer shall release advertising availabilities to Owner to permit Owner to comply with the political broadcast rules of the FCC, including, but not limited to, Sections 312 and 315 of the Communications Act of 1934, as amended ("Act").

7. To the extent prohibited by the rules of the Federal Trade Commission, no advertising of credit terms shall be made over broadcast material supplied hereunder by Programmer beyond mention of the fact that credit terms are available.

8. Notwithstanding any contrary provision contained in this Agreement, and consistent with Owner's obligations pursuant to the Act, Owner shall have the right to delete any material contained in any programming or commercial matter furnished for broadcast over Station that Owner determines is unsuitable for broadcast or the broadcast of which Owner believes would be contrary to the public interest. Owner shall have the right to broadcast Owner's own programming in place of such deleted material. It is the intent of the parties hereto that the transactions contemplated hereunder comply in all respects with the Act and all applicable rules, regulations, and policies of the FCC. If any provision of this Agreement shall be declared void, illegal, or invalid by any governmental authority with jurisdiction thereof, the remainder of this Agreement shall remain in full force and effect without such offending provision so long as such remainder substantially reflects the original Agreement of the parties hereunder. Furthermore, in such event, the parties shall use their best efforts to reach agreement promptly on lawful substitute provisions in place of said offending provision so as to effectuate more closely their intent as expressed hereunder.

9. In order to enable Owner to fulfill its obligations under Section 317 of the Act, Programmer, in compliance with Section 507 of the Act, will, in advance of any scheduled broadcast by Station, disclose to Owner any information of which Programmer has knowledge or which has been disclosed to Programmer as to any money, service, or other valuable consideration that any person has paid or accepted, or has agreed to pay or to accept, for the inclusion of any matter as a part of the programming or commercial matter to be supplied to Owner pursuant to this Agreement. Programmer will cooperate with Owner as necessary to ensure compliance with this provision. Commercial matter with obvious sponsorship identifications shall not require disclosure in addition to that contained in the commercial copy.

10. Programmer represents and warrants that the performing rights to all music contained in broadcast material supplied hereunder by Programmer are licensed by BMI, ASCAP, or SESAC are in the public domain, are controlled by Programmer, or are cleared at the source by Programmer. Programmer agrees to indemnify and to hold Owner, its directors, officers, agents, employees, successors, and assigns free and harmless from any and all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, incurred by Owner or such persons by reason of the breach of the foregoing representation and warranty by Programmer and for all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, arising from the

broadcast of any programming or other matter provided to Owner by Programmer pursuant to this Agreement by reason of copyright or proprietary right infringement, libel, slander, defamation, or invasion of privacy. Owner agrees to indemnify and to hold Programmer, its directors, officers, agents, employees, successors, and assigns free and harmless from any and all claims, damages, liabilities, costs, or expenses, including reasonable attorneys' fees, with respect to copyright or proprietary right infringement, libel, slander, defamation, or invasion of privacy incurred by Programmer or such persons arising from any programming or other matter broadcast by Station other than programming or other matter provided to Owner by Programmer pursuant to this Agreement.

11. All programming delivered hereunder to Owner by Programmer shall be broadcast on Station by Owner, except as otherwise provided in this Agreement and except for such periods of time as Station shall broadcast special programming to cover matters of national or local importance.

12. Except as provided in Paragraph 16 below, neither Programmer nor Owner shall incur any liability to any party to this Agreement because of Programmer's failure to deliver, or Owner's failure to broadcast, any or all programming or commercial matter provided to Owner pursuant to this Agreement because of:

- (a) failure of facilities;
- (b) labor disputes; or

(c) causes beyond the reasonable control of the party so failing to broadcast or to deliver.

13. In the event that Owner at any time intends to file an application with the FCC to change the transmitter location, antenna height, or power or to change the frequency or hours of operation of Station, Owner agrees to give ten (10) days prior written notice of such proposed filing to Programmer. If, in Programmer's reasonable opinion, after such change is effected, Station is of less value to Programmer hereunder than Station is as of the effective date of this Agreement due solely to this change, or if for any reason during any month ten percent (10%) of the material for broadcast or of the commercials provided hereunder by Programmer are not broadcast on Station as and when specified by Programmer, Programmer will have the right to terminate this Agreement effective upon thirty (30) days prior written notice to Owner. Furthermore, Programmer shall have the right to terminate this Agreement for any reason whatsoever effective upon six (6) months prior written notice to Owner.

14. Owner agrees not to authorize, cause, permit, or enable anything to be done whereby any programming that Programmer supplies to Owner pursuant to this Agreement may be used for any purpose other than broadcasting by Station in the community to which Station is licensed.

15. Neither party hereto shall assign its rights or obligations under this Agreement to a third party without the express written consent of the other party, except that

Programmer may assign its rights and obligations hereunder without the consent of Owner, on ten (10) days prior written notice to Owner, to any affiliated entity or person. Owner shall give at least thirty (30) days written notice ("Proposed Sale Notice") to Programmer prior to Owner entering into any agreement for the sale or assignment of Station to any third party ("Assignee"). Within the sixty (60) day period immediately following the Proposed Sale Notice, Programmer shall inform Owner in writing whether (i) Programmer proposes to terminate this Agreement upon such sale or assignment, whereupon this Agreement shall terminate upon consummation ("Closing") of such sale or assignment, or (ii) Programmer proposes to continue this Agreement pursuant to its terms upon such sale or assignment, whereupon Owner shall require Assignee to assume all of Owner's rights and obligations under this Agreement upon Closing. This Agreement shall be binding on the parties' respective successors and assigns.

16. If for any reason material for broadcast provided hereunder by Programmer is not broadcast on Station as and when specified by Programmer, and Programmer is not in material breach hereunder, the Monthly Payment due for the month for which such material is not so broadcast shall be reduced by an amount equal to such Monthly Payment times the number of minutes of such material not so broadcast that month divided by the total number of minutes that month during the Sold Time Period. Furthermore, in the event of a material breach hereunder by Owner and the



continuation of said breach without cure for a period of thirty (30) consecutive days following the date on which Programmer shall have given to Owner written notice of such breach, Programmer, so long as Programmer is not in material breach hereunder, may in Programmer's discretion (i) terminate this Agreement by giving written notice of termination to Owner, whereupon Owner shall pay to Programmer, within ten (10) days of such termination, the sum of Three Million Dollars (\$3,000,000.00) as liquidated damages, or (ii) in lieu of such termination and liquidated damages, obtain specific performance of this Agreement; it being understood that the rights set forth in this Paragraph 16 represent Programmer's sole remedies for Owner's breach of this Agreement, provided, however, that this Paragraph 16 does not limit Programmer's remedies for Owner's breach of Paragraph 10 hereof.

17. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, broadcasting commitments, or any other understandings between Programmer and Owner with respect to such subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing signed by the party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall

be in writing and signed by the party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

18. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each such counterpart were upon the same instrument.

19. All notices required under this Agreement shall be in writing and shall be deemed given to an addressee when mailed if mailed by prepaid, certified, first class United States mail to the address for notice of such addressee set forth below:

If To Programmer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If To Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party hereto may specify for itself a different address for the giving of notice hereunder by giving ten (10) days prior written notice to the other party of such address change pursuant to this Paragraph.

20. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without regard to its choice of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OWNER:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROGRAMMER:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTACHMENT A

The amount of the Monthly Payment shall be                      ("Base Rate") for the first year of the term ("Term") of this Agreement. Beginning on the first anniversary of the Term and annually thereafter, the Base Rate shall be adjusted annually upward or downward to reflect changes in the cost of living as determined by the CPI (defined below). The CPI shall equal the Consumer Price Index for All Urban Consumers -- U.S. City Average, All Items (1982-84=100), not seasonably adjusted, published by the U.S. Bureau of Labor Statistics, or a successor comparable index if such index ceases to be published.

**EXHIBIT 24.2**

# CONSENT

As independent public accountants, we hereby consent to the use of our reports (and to all references to our Firm) included in or made a part of this registration statement.

*Arthur Andersen + Co.*  
ARTHUR ANDERSEN & CO.

Baltimore, Maryland,  
November 9, 1993

**EXHIBIT 24.3**

### **Consent of Independent Accountants**

We hereby consent to the use in the Prospectus constituting part of this Registration Statement on Form S-1 of our report dated March 22, 1993 relating to the financial statements of BBM Partners, L.P., which appears in such Prospectus. We also consent to the reference to us under the heading "Experts" in such Prospectus.

*Price Waterhouse*

Price Waterhouse  
Boston, Massachusetts  
November 8, 1993



**EXHIBIT 25.2**

POWER OF ATTORNEY

I, the undersigned director of SINCLAIR BROADCAST GROUP, INC., CHESAPEAKE TELEVISION, INC., WTTE, CHANNEL 28, INC., WPGH, INC., WTO, INC., and WCGV, INC., do hereby constitute and appoint David D. Smith, Frederick G. Smith, J. Duncan Smith and Robert E. Smith, or any of them, my true and lawful attorneys and agents, to do any and all acts and things in my name and my behalf in my capacity as director and to execute any and all instruments for me and in my name, which said attorneys and agents, or any of them, may deem necessary or advisable to enable said corporation to comply with the Securities Act of 1933, as amended, and any rules, regulations and requirements of the Securities and Exchange Commission, in connection with this Registration Statement, including specifically, but without limitation, power and authority to sign for me in my name in my capacity as director any and all amendments (including post-effective amendments) hereto, and to file the same, with all exhibits thereto, and other documents in connection therewith; and I do hereby ratify and confirm all that said attorneys and agents, or any of them, shall do or cause to be done by virtue hereof.

Signature

Date



Basil A. Thomas

November 9, 1993